

**INSIDE
AGREEMENT**

2014-2015-2016-2018

between

Local Union 617

International Brotherhood

of

Electrical Workers

AFL-CIO

and

The San Mateo Chapter

National Electrical

Contractors Association Inc.

Covering

San Mateo County

California

Effective June 1, 2014 through May 31, 2018

TABLE OF CONTENTS – INSIDE CONSTRUCTION

	<u>Section</u>	<u>Pages</u>
First Clause		6
Basic Principles.....		7

Article I: Effective Date/Changes/Grievances/Disputes

Standard CIR Language	1.01-1.09.....	8-9
Grievances/Violations of Article	1.10.....	9
Retaliation.....	1.11.....	9

Article II: Employer Rights / Union Rights

Definition of Employer	2.01.....	10
Management Rights	2.02.....	10
Foreman Call-Out By Name.....	2.03.....	10
Workers' Comp Insurance	2.04.....	11
Surety Bond.....	2.05.....	11
Non-resident Employees - (<i>Portability</i>).....	2.06.....	12
Favored Nations	2.07.....	13
Employer Working with Tools	2.08(a).....	13
Definition of Employer/Owner/Partner	2.08(b).....	13
Subcontracting to Members	2.08(c).....	13
Borrowing/Loaning of Workers	2.09.....	13
Workers Holding C-10	2.10.....	13
Workmanship	2.11.....	14
Union Right to Discipline Members	2.12.....	14
Appointment of Stewards	2.13.....	14
Union Job Access.....	2.14.....	14
Picket Language	2.15.....	14-15
Tool List.....	2.16.....	15-16
Tools Prohibited/Rain Gear/First Aid Kit.....	2.17.....	16
Employee Vehicles	2.18.....	16
Employer Vehicles	2.19.....	17
Union Security	2.20.....	17
Age-Ratio.....	2.21.....	17
Annulment/Subcontracting	2.22.....	17

Article III: Hours / Wages / Working Conditions

Hours (Workday-Workweek).....	3.01(a).....	18
Reporting For Work.....	3.01(b).....	18
Start time/Location.....	3.01(c).....	18
Reduced Work Week	3.01(d).....	18
Overtime/Holidays	3.02 (a).....	18

Overtime Preference	3.02(b)	18
Overtime Lunch Period	3.02(c)	18
Overtime Additional Lunch Periods	3.02(d)	18
Overtime Lunch Exceptions.....	3.02(e)	19
Working During Lunch	3.02(f)	19
Designated Off Days	3.02(g)	19
High Pay.....	3.02(h)	19
Labor Day Holiday	3.03	19
Payday	3.04	19
Layoff Notice	3.05	20
Termination Slip	3.06	20
Five Days Without Work	3.07	20
Direct Deposit	3.08	20
Classification/Wages/Apprentice Periods.....	3.09	20-21
Travel Time.....	3.10(a)	21
Worker Travel in Personal Vehicle.....	3.10(b)	21
Offsite Parking & Transportation	3.11	21
Ratio of Foremen to Journeymen.....	3.12	22
Show-up Pay-Reporting & Dispatch Day	3.13	22
Shift Work	3.14	22-23
Scope of Work	3.15	23
Material Makeup.....	3.16	24
Safety	3.17	24

Article IV: Referral Procedure

Referral Procedure	4.01	25
Union as Exclusive Source of Referral	4.02	25
Employer Right to Reject Applicant.....	4.03	25
Membership/Non-Membership.....	4.04	25
Groups I-II-III-IV	4.05	25-26
Exhausted List.....	4.06	26
Temporary Employees	4.07	26
Normal Construction Labor Market.....	4.08	26
Resident Definition	4.09	26
Examinations	4.10	26
Out of Work List.....	4.11	27
Forty Hour or Less Restoration Rule	4.12	27
Group Referral Order	4.13	27
Repeated Discharge.....	4.14	27
Exceptions to Referral Order	4.15	27
Referral Appeals Committee.....	4.16	27
Referral Appeals Committee Powers.....	4.17	27-28
Inspection of Referral Procedure	4.18	28
Posting of Referral Procedure	4.19	28
Apprentice Referral Procedure.....	4.20	28

Article V: Apprenticeship and Training

JATC Structure5.01.....29
JATC Trustee Appointments5.02.....29
JATC Scope and Resolutions5.03.....29
Committee/Trust/Subcommittees5.04.....29
JATC Training Director/Employees5.05.....30
Assignment & Transfer of Apprentices5.06.....30
Apprentice Entry/Indenture/Dismissal.....5.07.....30
Apprentices Manpower Needs5.08.....30
Employer Requests For Apprentices.....5.09.....30
Unindentured Workers5.10.....30-31
Apprentice Benefits.....5.11.....31
Apprentice to Journeyman Ratio.....5.12.....31
Supervision of Apprentices5.13.....31-32
Apprentices and energized systems 5.13.....32
Completion of Apprenticeship.....5.14.....32
Trustee Powers.....5.15.....32
Employer Contributions.....5.16.....32
Apprentice Benefit Contributions 5.17.....32

Article VI: Fringe Benefits

NEBF6.01.....33
Health & Welfare 6.02.....33
Education and Training Plan (ETP) 6.03.....33-34
Local Retirement Trust 6.04.....34-35
Vacation/Dues.....6.05.....35
Contributions/Reports/Delinquencies6.06.....35-37
Binding Trust Agreements6.07.....37
NECA Contributions.....6.08.....38
Court Decisions Regarding Provisions6.09.....38

Article VII: LMCC

Local Labor-Management Cooperation
Committee (LMCC) –7.01-7.04.....39-40

Article VIII: NLMCC

National Labor-Management
Cooperation Committee (NLMCC)8.01-8.0541-42

Article IX: Substance Abuse

Substance Abuse9.01.....43

Article X: Code of Excellence

Code of Excellence10.01.....44

Separability Clause.....45

Signature Page.....45

AGREEMENT

Agreement by and between the San Mateo County Chapter, National Electrical Contractors Association, Inc. and Local Union No. 617, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the San Mateo County Chapter, of the National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 617, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Chapter, Employers and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the beneficial relationship between the Chapter, the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Chapter, the Employer and the Union. The Union recognizes the desirability of dealing with reputable and stable Employers. The Employers recognize the responsibility of supplying the public with services performed by experienced personnel who can effectively install, service, and maintain electrical installations in an efficient and safe manner prescribed by the IBEW Constitution, the National Board of Fire Underwriters, Federal, State and Local Laws and Ordinances. The Employers find it economically impossible to maintain or recruit their manpower requirements for the intermittent and temporary character of the work inherent in the Building Trades Industry. Therefore, the Employers desire to avail themselves of a proven method of securing trained personnel on short notice and request the Union to assist them in meeting this public responsibility. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. There shall be no discrimination against any employer or employee on the basis of age, race, creed, color, national origin or sex by any committee or individual in enforcing the terms of this Agreement. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I
STANDARD CIR
EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES**

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect June 1, 2014, and shall remain in effect until May 31, 2018 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02 (a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

Section 1.04. There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09. When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. All grievances or questions of violations of this Article or any other article, has to be filed with the Business Manager of the Union, in writing, within five (5) working days from the date of the alleged violation. Grievances or questions in dispute which have not been filed in a timely manner in accordance with this Section shall not be acknowledged or adjudicated.

Section 1.11.The Employer agrees that he shall not dismiss or otherwise discriminate against any employee for making a complaint or giving evidence with respect to an alleged violation of any provisions of the Agreement.

ARTICLE II EMPLOYER RIGHTS/UNION RIGHTS

DEFINITION OF EMPLOYER:

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of anyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business for the purpose of storing materials, trucks and equipment, and a place for the safe keeping of worker's tools, when not in use on the job. He shall further identify such a place of business with an appropriate sign stating the nature of the business. He shall maintain suitable financial status to meet payroll requirements. Such Employer must be in possession of a valid state license as an Electrical Contractor and employing at least one Journeyman Wireman regularly. A shack or office at the job site shall not be recognized as permanent headquarters.

MANAGEMENT RIGHTS:

Section 2.02 (a). The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

(b) The Employer shall have the right to determine the competency and qualifications of its employees. The Union may institute a grievance procedure under the terms of this Agreement if it feels any employee has been unjustly discharged.

(c) In applying the above provisions, the Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided, however, all workers, Union or otherwise, shall be classified and receive the wage scales as provided under the wage schedules incorporated into this Collective Bargaining Agreement.

(d) Any individual Employer who violates any of the Sections of this Agreement may be cited before the Labor-Management Committee. In the event an adverse decision to the Employer is rendered by the Labor-Management Committee, they shall immediately notify the Union of the action.

FOREMAN CALL OUT

Section 2.03. The employer shall have the right to call a Foreman by name provided: a) Individuals are eligible in the highest priority group. b) Individuals meet the standards stipulated by the parties to this agreement.

WORKERS COMPENSATION INSURANCE:

Section 2.04. Registered Electrical Contractor: No employee shall work for any Employer unless such Employer provides the Union with a certificate for Worker's Compensation insurance through a reputable company, complies with Federal Social Security Act, California Unemployment Insurance Act, and is a registered electrical contractor in the State of California, and possesses a business license in the County of San Mateo, where the work is being performed.

SURETY BOND:

Section 2.05 (a). PAYROLL AND FRINGE BENEFITS GUARANTEE DEPOSIT-Each Employer, not previously qualified, or a member of the NECA/WEST Bond Fund shall maintain on deposit with the Administrator of the various fringe benefit programs an Assignment of Cash-On-Deposit and a Performance Bond as follows:

Each Employer with less than five (5) employees:

\$5,000 Cash-On-Deposit or \$2,500 Cash-On-Deposit and a Performance Bond in the amount of \$2,500.

Each Employer with less than ten (10) employees:

\$20,000 Cash-On-Deposit or \$5,000 Cash-On-Deposit and a Performance Bond in the amount of \$15,000.

Each employer with ten (10) or more employees:

\$30,000 Cash-On-Deposit or \$10,000 Cash-On-Deposit and a performance bond in the amount of \$20,000.

Each employer with twenty (20) or more employees:

\$50,000 Cash-On-Deposit or \$20,000 Cash-On-Deposit and a performance bond in the amount of \$30,000.

Each employer with forty (40) or more employees:

\$100,000 Cash-On-Deposit or \$35,000 Cash-On-Deposit and a performance bond in the amount of \$65,000.

(b) This will be surety of the prompt and full payment of fringe benefit contributions. Individual Employers who fail to remit as provided herein, shall upon seventy-two (72) hours notice (except Sundays and Holidays) by registered mail given by the Union, be subject to having their employees removed until such time as compliance is effected. Bond forms and Assignments of Cash-On-Deposit forms shall be in language written and subject to such procedures and regulations agreed to by the parties to this agreement.

(c) Any Employer may be subject to an audit in order to determine whether the Employer is making full and prompt payment of all sums required to be paid under this agreement. If there are monies due, the Employer will pay the cost of the audit unless the parties waive such costs of the examination if the discrepancy is minor and not willful.

(d) On the first default of payroll payments and/or fringe benefit payments, the defaulting Employer shall, upon notice from the Administrator, furnish additional cash or cash equivalent bond in the amount of Ten Thousand Dollars (\$10,000.00) as guarantee that wage payments and fringe benefit payments will be regularly made.

Failure to furnish the above referred to cash bond shall constitute cause for immediate cancellation of the Collective Bargaining Agreement at the option of the Local Union and the Processing of all legal procedures necessary to enforce collection of defaulted amount, plus collection costs and interest involved. It shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and/or fringe benefits have been paid.

(e) Whenever an Employer has definite knowledge that he is taking over a contract for a job that has been partially completed by another Contractor, he shall notify the Local Union, in writing, in the area before starting work. On any job or project which has been partially completed by an Employer and work thereon has stopped because of the failure of the Contractor to meet his current obligations and money is due and payable to employees as wages and has not been paid, and/or money is due and payable to existing fringe benefit funds and has not been paid, it shall not be in violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and fringe benefits have been paid.

(f) Net payroll checks shall be paid by the Payroll and Fringe Benefits Guarantee Deposit account in a total amount not to exceed Thirty Five Hundred Dollars (\$3,500.00) maximum per employee.

(g) The Payroll and Fringe Benefits Guarantee Deposit account shall not advance for the benefit of any one Employer an amount in excess of the deposit with the Administrator of the various fringe benefit programs.

NON-RESIDENT EMPLOYEES:

Section 2.06. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS:

Section 2.07. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.08 (a). One designated member of an electrical contracting firm who would be classified as an employer may work with the tools on all electrical work provided said firm employs at least one full time journeyman wireman. The designated member must participate in the San Mateo County Electrical Workers Health Care Benefits Plan and must make all contributions as required by the Collective Bargaining Agreement with the exception of the local retirement contribution unless legally permissible.

(b) An Employer shall be defined as any person who owns, or is financially interested in the firm as a co-partner, or any person who owns directly or indirectly, ten percent or more of the outstanding shares or stock of the Corporation, or who has subscribed to ten percent or more of the capital. Not more than one employer member of a firm may work with the tools. Such an employer working with the tools shall be subject to the terms of this Agreement affecting the employees, and must have at least one journeyman employed in conformity with Section 2.01 of this Article II working in the shop before they can work or be recognized as running a shop in conformity with this Agreement. Avoidance of the intent of this provision shall not be permitted by the pretense of ownership of the business by an immediate member of the family.

(c) No Employer shall, directly or indirectly, by any subterfuge, sublet or contract with members of the Union, all or any part of the labor services required by any contract of such Employer.

Section 2.09. The Employer shall in no case borrow or loan men to or from other shops without the permission of the Business Manager of the Union and then only when applicants possessing the required skills are not available under the referral procedure.

Section 2.10. Workers, except those meeting the requirement of "Employer," as defined herein, shall not contract for any electrical work.

The Union agrees that its members, except those meeting the requirements of an employer as defined herein, shall not contract or apply their trade in any electrical work as an employee of an employer. Holders of currently active C-10 licenses in the state of California shall not be allowed to work under the terms of this Agreement until giving written evidence that such license has been inactivated in accordance with the inactivation rules set forth by the California Contractors State Licensing Board.

Employees or applicants for employment holding an active C-10 license shall not be accorded the use of the referral procedures available under this agreement. No employer shall continue to employ an employee who maintains an active C-10 license. The Employer, after giving 90 days notice to such employee to inactivate their license, shall terminate such employee for the

employee's failure to inactivate their license. This shall not preclude any employee from activating their license on behalf of their current employer to maintain their employment and/or a specific job. The employer and/or the employees shall notify the parties to this agreement when such license is used for this purpose.

It shall be a violation of this agreement for any employee to contract for any electric work unless the employee becomes signatory to a Letter of Assent and is bound by all the terms and conditions contained in this Agreement.

WORKMANSHIP

Section 2.11. All electrical work shall be installed in a safe and workman-like manner and in accordance with applicable code and contract specifications. A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by order of the Employer or the Employer's representative. Employers shall notify the Union of workers who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.12. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

APPOINTMENT OF STEWARDS:

Section 2.13. A Steward may be appointed on any job or in any shop by the Union where, in its discretion, it is deemed necessary. A Steward shall be a working journeyman assigned to a particular shop or job. The Employer shall be notified in writing within forty-eight (48) hours when the Union makes such an appointment, giving the name of the person appointed. He shall be furnished a complete list of employees working in the shop or at the job site, whichever the case may be. A Steward shall be appointed by, may be removed by, and shall be subject to the authority of the Business Manager of the Union. The activity of the Steward shall be limited to the Electrical Construction Industry, and he shall work with equal impartiality to see that the working conditions of the Agreement are strictly adhered to by both the Employer and Employees. No Steward shall be discharged by the Employer because of Union activities and when, in his estimation, it becomes necessary to remove a Steward, the Employer shall notify the Chapter Manager, who in turn shall take the matter up with the Union Business Manager. When it becomes necessary to terminate the Steward for any other reason, the Employer is to give the Union a minimum of one day notice. Unresolved problems under this section shall be referred to the Labor-Management Committee.

UNION JOB ACCESS:

Section 2.14. Access to Job or Shop: The Business Manager or his representatives of the Union shall be allowed access to any shop or job, where workers are employed under this Agreement.

PICKET LANGUAGE:

Section 2.15 (a). It shall not be considered a violation of this Agreement nor shall any worker be

discharged by the Employer if the worker recognizes another labor organization's bona fide picket line which is sanctioned by the local Central Labor Council or the Building Trades Council. The Union will notify the Employer as soon as possible if an organization secures such sanction.

(b). Should workers leave a job where a recognized picket line is sanctioned by the Central Labor Council or the Building Trades Council, such workers shall carefully put away all tools, material and equipment or other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer by members of the Union for neglect in carrying out this provision, but only when a safe place is provided for such property by the Employer.

TOOL LIST:

Section 2.16. Journeyman Wireman shall supply a full set of hand tools.

The Inside Wireman and Apprentice tool kit shall consist of a minimum of the following:

- Awl
- Center Punch
- Chalk Line
- Chisel - ½ inch Cold
- Chisel - ½ inch Wood
- Flashlight
- Hacksaw Adjustable Frame
- Hammer
- Knife
- Overalls (Union and American made)
- Padlock and Key
- Pliers - 2 pair Channel Lock
- Pliers - Diagonal
- Pliers - Long Nose
- Pliers - Side Cutting
- Plumb Bob
- Protractor
- Rule - 6 foot Wood
- Safety Lockout Device
- Screw Drivers - Phillips
- Screw Driver - Slotted
- Sheet Rock Jab-Saw
- Spin Tights - up to ½ inch
- Tap Wrench to ¼ inch Bolt
- Tape - ¾ inch Steel
- Tape - 50 foot Steel
- Tester - 600V
- Tester Continuity
- Tin Snips
- Torpedo Level
- Tri-Square

Wire Stripper
Wrench - 6 inch Adjustable
Wrench - 10 inch Adjustable
Wrench - 4 inch Chain
Wrench - 10 inch Pipe
Working Agreement
Local Bylaws
I.B.E.W. Constitution
Current Code Book
Tool Box with Locking Device

The Employer agrees to provide a suitable place on the job for the storage of workers' tools and clothes. In case of fire on the job, the employer shall settle all fire loss for the benefit of himself and employees.

The Employer shall provide a safe place at all shops or job sites for tools and equipment, and the Employer will be financially responsible for the loss of any worker's tools stolen from such lockers, outside of working hours. Replacement will be made with the following provisions:

- 1) Loss must be reported to authorities by employee.
- 2) The Employer's liability for tools lost shall be limited to the tool list as stated in Section 2.16 plus ten percent (10%) over the cost of the list to cover special tools that the employees may carry which are not on the list. Tool replacement will be made as quickly as possible, and no worker shall suffer loss of time due to tool theft.

TOOLS PROHIBITED

Section 2.17. No employee shall furnish stocks, dies, stilson wrenches over fourteen (14) inches long, hacksaw blades, fish steel, wood bits, hickies, rotary cutters, taps, twist drills, acetylene torch, presto tank, portable electric drills, ladders, vices, gads, star drills, special contractor tools of any kind or special contractor tool boxes.

Employees required to work outside in rainy weather will be furnished rain gear by the employer.

The Employer's job headquarters on every project must have a completely equipped Class A First Aid Kit at all times.

EMPLOYEE VEHICLES

Section 2.18. No worker shall use his automobile in any manner detrimental to the best interests of any other worker employed under this agreement.

EMPLOYER VEHICLES

Section 2.19. The Employer agrees to plainly identify vehicles used to perform electrical work with a permanent sign containing a minimum of two inch lettering giving the firm name, phone number, and state license number. The Employer further agrees to pay a five hundred dollar (\$500.00) fine to the LMCC of San Mateo County for failure to display this identification.

UNION SECURITY:

Section 2.20 (a). All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

(b). Upon request of the Business Manager of the Union, each individual Employer shall furnish complete data as to the number of workers employed under this Agreement.

(c). In the event that the Union feels that the Union Security provisions of this Agreement are adjudged to be unlawful by a court of competent jurisdiction, or if the Union and the Chapter jointly find that such Union Security provisions are invalid as a matter of law, either party to this Agreement may elect to reopen the Agreement for the purpose of negotiating a new Union Security Provision.

AGE-RATIO:

Section 2.21. On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.

ANNULMENT/SUBCONTRACTING:

Section 2.22 (a). The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(b) The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

(c) All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**ARTICLE III
HOURS/WAGES/WORKING CONDITIONS**

HOURS: (Workday/Workweek)

Section 3.01 (a). Eight (8) consecutive hours of work between the hours of 7:00 a.m. and 4:30 p.m. with thirty (30) minutes for a lunch period between 12:00 Noon and 12:30 p.m. shall constitute a work day. Five (5) such days, Monday through Friday, shall constitute a work week. Workers shall take an eight (8) hour minimum break, prior to starting another workday or shift. Every employer shall authorize and permit all Employees to take rest periods. Rest periods may be staggered to avoid interruption in the flow of work. The authorized rest period time shall be based on the total hours worked daily at the rate of 10 minutes rest break during each 4 hours worked, or major fraction thereof. Rest periods shall take place at employer-designated areas, which may include or be limited to the employees immediate work area.

(b). REPORTING FOR WORK-Employees called for duty before the beginning of regular working hours, shall be paid at the double-time (2 x) rate from the time that they are called until the start of their regular shift.

(c). Where there is reasonable access prior to starting time, employees working in multi-story structures will report at the designated work station at the prescribed starting time.

(d). REDUCED WORK WEEK-When ninety (90) employees subject to this agreement from Group 1 become unemployed for a period of ten (10) working days or more, there shall be a meeting of the Labor Management Committee called to discuss reducing the work week to four (4) days.

OVERTIME/HOLIDAYS:

Section 3.02. (a). Overtime for two (2) hours each workday, after the completion of the regular working hours, will be paid at time and one-half (1-1/2x) the regular straight time rate. All other times worked and the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Friday preceding Labor Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at double (2x) the straight time rate.

(b) OVERTIME PREFERENCE- When overtime on any job covered by this Agreement is to be worked, workers working on the job shall be given first preference. Workers from other jobs shall not be brought in to work on overtime until all workers on the job have been offered the opportunity.

(c) OVERTIME LUNCH PERIOD - When workers are required to work overtime in excess of two (2) hours, after having worked an eight (8) hour shift, they shall be allowed a thirty (30) minute lunch period on the Employer's time.

(d) ADDITIONAL LUNCH PERIODS- Employees working overtime shall receive a lunch period of thirty (30) minutes on the Employer's time every four (4) hours.

(e) OVERTIME LUNCH EXCEPTIONS- The foregoing shall not apply to the noon day lunch period on Saturdays, Sundays, and Holidays.

(f) WORKING DURING LUNCH PERIOD- Employees required to work during any regular lunch period shall receive the established overtime rate for lunch period and shall thereafter be allowed thirty (30) minutes to eat their lunch, on Employer's time.

(g) DESIGNATED 'OFF DAYS'- Four (4) days of each year will be selected by the Union as designated 'Off Days'. Off days shall be paid at double (2x) the straight time rate or any individual who has to work any 'Off Days' will call the hall (same procedure as Overtime) and give information, and the future 'Off Day', scheduled within 30 days, which they will take in lieu of the designated day.

(h) HIGH PAY- Employees shall be paid at the rate of time and one-half when working in excess of sixty (60) feet on unguarded scaffolds, boatswains chairs, unguarded ladders or poles or the outside of towers. If the height exceeds ninety (90) feet, employees shall be paid double the straight time rate. All such pay shall be for a minimum of one (1) hour.

LABOR DAY:

Section 3.03. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

PAYDAY:

Section 3.04 (a). UNIFORM PAY PERIOD AND WAGES WHEN PAID-The work week shall be Monday A.M. to Sunday P.M.; wages shall be paid weekly. Payday shall not be later than quitting time on Wednesday with no more than three (3) days withheld. However, when Monday, Tuesday, or Wednesday is celebrated as a Holiday/Off Day, the Employer shall have one (1) additional day to prepare the payroll and deliver the paychecks to the employees.

(b) Paychecks shall be a Cashier's Check or a check drawn on a bank in the state of California and must have a statement or stub showing all amounts withheld including the total straight time hours and overtime hours worked. Any worker laid off or discharged by the Employer shall be paid all wages immediately, and if not paid off, waiting time at the regular rate shall be charged until payment is made.

(c) When a worker voluntarily quits a job, is terminated by the employer because he fails to appear for work for three (3) consecutive work days without explanation, or separates himself from employment through no action of the employer, he shall receive a final check to cover all unpaid work hours within seventy-two (72) hours after the employer becomes aware of such termination.

(d) If an employee fails to appear for work for 3 consecutive work days without exception the Employer shall terminate him/her for just cause and issue a final check.

Section 3.05. Workers being laid off temporarily or otherwise, shall be notified of such layoff at least one (1) hour before termination of work. Workers shall be paid all wages due immediately when laid off.

Section 3.06. A termination slip must be given to workers when terminated. A copy of the termination slip shall be sent to the Local Union and N.E.C.A. offices.

Section 3.07. If the Contractor fails to provide work for five (5) consecutive days, the employee may sign the out-of-work list.

DIRECT DEPOSIT:

Section 3.08. Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

CLASSIFICATIONS/WAGES:

Section 3.09 (a). The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN/TECHNICIAN

1. Effective June 1, 2014 \$52.50 per hour
2. Effective June 1, 2015 Additional \$3.05, distribution TBD
3. Effective June 1, 2016 Additional \$3.05, distribution TBD
4. Effective June 1, 2017 Additional \$3.05, distribution TBD

FOREMAN/CABLE SPLICER

1. Effective June 1, 2014 \$59.06 per hour
2. Effective June 1, 2015 (x1.125) of JW Rate
3. Effective June 1, 2016 (x1.125) of JW Rate
4. Effective June 1, 2017 (x1.125) of JW Rate

GENERAL FOREMAN

1. Effective June 1, 2014 \$65.63 per hour
2. Effective June 1, 2015 (x1.25) of JW Rate
3. Effective June 1, 2016 (x1.25) of JW Rate
4. Effective June 1, 2017 (x1.25) of JW Rate

APPRENTICE WIREMAN – SIX (6) PERIODS

- | | |
|------------|--------------------------------|
| 1st period | 35% of journeyman wireman rate |
| 2nd period | 45% of journeyman wireman rate |
| 3rd period | 55% of journeyman wireman rate |
| 4th period | 65% of journeyman wireman rate |
| 5th period | 75% of journeyman wireman rate |
| 6th period | 85% of journeyman wireman rate |

(b) If, during the term of this agreement, the Davis-Bacon prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to bid future federal

public works projects, not already awarded or bid, at the lower prevailing wage rate.

(c) If, during the term of this agreement, the state prevailing wage rate is lowered as the result of a wage survey causing the lowering of such prevailing wage rate, subject to the requirements set forth below, all signatory contractors shall be permitted to bid future state public works projects, not already awarded or bid at the lower prevailing wage rate.

(d) Before a contractor is permitted to pay less than the contractual wage rate as the result of a wage survey lowering the prevailing wage rate as described above, the contractor must:

(1) Give written notice to I.B.E.W. Local 617, and the San Mateo County Chapter, NECA, of said contractor's intent to bid a public works project and pay a prevailing wage rate which is lesser than the contractual wage rate, at least ten (10) working days prior to submitting any such bid; and

(2) Received written verification from the parties to the agreement that the lesser rate is the prevailing rate of pay for that project.

TRAVEL TIME:

Section 3.10 (a). Wages shall be paid for all time in going from the shop to the job, from the job to the shop, and from job to job. Carrying tools or material to or from the job is considered as working and no worker shall carry tools or material outside of working hours. The employer shall provide transportation for all tools and material.

(b) **WORKERS TRAVEL**-The Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop. Employees shall be allowed to move from job to job one time per day in their own vehicles providing such employees are paid mileage expense at the rate equal to the mileage allowance specified by the IRS. On work outside the jurisdiction of San Mateo County, the Employer shall furnish transportation, room and board when necessary and all other expenses necessary to complete the job.

Workers traveling to and from job sites outside the jurisdiction before and after the regular working hours will be paid at one-half of the applicable hourly rate for the classification. The driving of the Employer's vehicle carrying tools, equipment and/or materials shall be considered as work and shall be paid for at the applicable hourly rate.

OFFSITE PARKING:

Section 3.11 (a). AIRPORT. The Employer shall provide parking at the job site and/or reimburse the employees for any expense incurred in parking their vehicles. The designated parking area will be considered the job site.

(b). **CAMPUS FACILITY.** Where parking is neither on site nor adjacent to the jobsite, transportation to and from the offsite parking area shall be provided by the employer. Such transportation shall include seat belts for passengers. Such transportation will leave the offsite

parking area early enough to arrive at the jobsite at start time and leave the jobsite early enough to arrive at the offsite parking area at quitting time.

RATIO OF FOREMEN TO JOURNEYMEN:

Section 3.12 (a). Each firm that works in this jurisdiction shall have a full-time foreman. Any job on which three (3) or more journeymen are employed shall require a job foreman. No foreman shall supervise more than ten (10) workers. No worker shall be allowed to act as foreman on more than one (1) job at a time.

(b) Where two (2) or more foremen are required on a job, one of the foremen shall be the General Foreman and shall receive General Foreman wage rate. General Foreman are journeymen who give instructions to the foreman, job foreman and journeymen on the jobs that do not require a foreman.

SHOW-UP PAY:

Section 3.13 (a). REPORTING When workers are directed to report to a job and do not start work due to weather conditions, lack of material or other causes beyond their control, they shall receive two (2) hours pay unless notified one (1) hour before the starting time for that job.

(b) REPORTING AND STARTING-Any worker required to report for work, and having started work, shall receive not less than four (4) hours pay for the calendar day. EXCEPT, that if a worker leaves the job voluntarily, he will be paid for actual time worked. Emergency calls – minimum of one (1) hour at double time rate.

(c) DISPATCH DAY-On the day of dispatch, if a worker performs at least seven-and-one-half (7-1/2) hours of work, but less than eight (8) hours, he/she shall be paid for eight (8) hours at the regular rate of pay that day.

SHIFT WORK:

Section 3.14 (a). When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

ALTERNATE SHIFT:

Section 3.14 (b). An alternate 8 hour shift may be worked on any hours other than the first, second, or third shift listed in the previous section.

A lunch period of thirty (30) minutes shall be allowed after four (4) hours on each shift.

All overtime work required after the completion of a regular shift shall be paid at one-and-one-half (1 ½) times the "shift" hourly rate.

The shift shall be worked a minimum of five (5) days with workers receiving their regular hourly rate plus twenty (20) percent for hours worked.

There shall be no requirement for any other shift when the alternate shift is worked.

SHIFT BREAK

Section 3.14 (c). Workers changing shift hours will be provided a minimum break of eight (8) hours before starting work.

SCOPE OF WORK

Section 3.15. Workers employed under the terms of this agreement shall do all electrical work that is not covered by the 9th District Sound and Communications Agreement. This includes the handling, installing, or moving of all related material and equipment from the first point of drop at the jobsite through final installation. This installation shall include all electrical lighting, heating, and power systems. Controlling, using or producing electrical energy, such as management, photovoltaic or solar technology principles are to be included as part of this scope of work. All systems and related electrical equipment, such as, motor control centers, transformers, power supplies, and storage cells are to be installed and wired on site by the covered employees.

Also covered under this agreement, will be such work on site as the welding, brazing, burning, cutting, bending, drilling and shaping of all brackets, supports or fittings that are fabricated or prefabricated which are specific parts of the installation of the electrical work or equipment. Such work that has to be certified and/or x-rayed may be sublet. This section shall not apply to the use of catalog items, fabricated or prefabricated which are approved and are in conformance with applicable law. The installation of conduit, lighting poles and other electrical equipment will also be included under this scope. All related items above or below grade including cable tray, conduit, duct bank, ladder rack, and supports for electrical systems, shall be installed on-site by employees covered by this agreement.

Electrical Work as covered by this Agreement shall include the handling of all related materials and equipment from the first point of delivery at the job site through the final installation.

MATERIAL MAKEUP

Section 3.16. It is mutually agreed and understood that on any electrical and/or electronic construction job, the Electrical and/or Electronic Contractor shall install all electrical and/or electronic work, including the connecting of all fixtures, appliances, motors, equipment, electronic devices, electronic systems or communication systems, with all related control wiring and devices, to and including running a test and any related instrumentation work or radiation monitoring under prevailing construction scale. This shall also include such work as on-the-job welding, burning, brazing, bending, drilling, and shaping of all copper, channel iron, angle iron, eye beams, and brackets that are a specific part of the installation and erection of electrical work and equipment on the job site.

It is further agreed and understood by the parties that the work of assembling and installing electrical materials on the job site in order to complete an electrical system, such as circuit wiring to be supplied to electrical equipment and devices normally performed by qualified Inside Wiremen, shall be included in the scope of work covered by this Agreement.

The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage hour and working conditions by other members of the International Brotherhood of Electrical Workers.

SAFETY PROGRAM FOR THE ELECTRICAL CONSTRUCTION INDUSTRY

Section 3.17 (a). The Industry may provide a person who would be employed under the direction of the Labor-Management Committee to initiate and conduct a Safety Program for the Electrical Construction Industry.

(b) SAFETY STANDARDS The Labor-Management Committee shall have the authority to approve a set of Safety Standards.

(c) HIGH VOLTAGE SAFETY-On all energized circuits of 440 volts or over, two (2) or more Journeymen must work together except testing and replacing fuses. This provision excludes any Apprentice working on or around energized circuits of 440 volts or over as a safety measure.

ARTICLE IV REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured SAN MATEO COUNTY: The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.13 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.14. An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant’s continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to

make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V
STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a four (4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer – agreeing that they are not to accumulate more than two thousand

(2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of two apprentice for every three Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 - 3	2
4 - 6	4

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1.00 dollar per hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Section 5.17. In the case of an adjustment to the Journeyman H&W hourly contribution, the same amount shall be applied to the apprentice H&W hourly contribution.

ARTICLE VI FRINGE BENEFITS

NEBF:

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the

NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement

HEALTH AND WELFARE:

Section 6.02. SAN MATEO COUNTY ELECTRICAL WORKERS HEALTH CARE

BENEFITS PLAN - The Employer agrees to pay the Plan effective June 1, 2014 \$13.06 per hour for each hour worked by all employees working under this Agreement receiving the Journeyman wage rate or higher.

The Employer agrees to pay the Plan effective June 1, 2014, \$6.96 per hour for each hour worked by all employees working under this Agreement and receiving less than the Journeyman wage rate.

The contribution rate for Health and Welfare may be changed from time to time by a vote of the members of the Union acting upon recommendations of the Plan Trustees. Such action shall not serve to increase the total wage/fringe cost set forth under the terms of this Agreement.

EDUCATION AND TRAINING PLAN

Section 6.03. Effective June 1, 2014, the Employer agrees to pay a total of \$1.66 per hour for each hour worked by employees receiving equal to or less than 75% of the Journeyman wage rate for each hour worked under this agreement.

On receipt of these funds the Administrator of the Fringe Benefit Programs shall allocate the funds as follows:

(1). \$ 1.00 (one dollar no cents) per hour to the Joint Apprenticeship and Training Trust Fund for apprentice and journeyman training.

(2). \$ 0.66 (sixty-six cents) per hour to the Electrical Industry Labor Management Trusts.

Effective June 1, 2014 the Employer agrees to pay \$4.33 per hour for each hour worked for employees receiving equal to or more than 85% of the journeyman wage rate for each hour worked under this Agreement

On receipt of these funds the Administrator of the Fringe Benefit Programs shall allocate the funds as follows:

(1). \$ 1.00 (one dollar no cents) per hour to the Joint Apprenticeship and Training Trust Fund for apprentice and journeyman training.

(2). \$ 0.66 (sixty-six cents) per hour to the Electrical Industry Labor Management Trusts.

(3). \$ 2.67 per hour to the Electrical Workers of San Mateo County Health & Welfare Trust.

SAN MATEO COUNTY ELECTRICAL CONSTRUCTION INDUSTRY RETIREMENT TRUST

Section 6.04 (a). The Employer agrees to pay for a Retirement Plan, in the amount of \$10.50 per hour for each hour worked except for those Probationary employees receiving less than 45% of the Journeyman minimum wage who shall have no contribution paid on their behalf, as set forth in paragraph (b) of this Section.

These payments shall be made monthly into a Trust Fund, jointly established for this purpose and administered in compliance with Federal and State regulations governing Retirement or Pension Plans.

Contributions to the Retirement Plan made on behalf of any individual employee shall be in compliance with the Internal Revenue Code, Section 415.

Contributions made by the Employers on Apprentices that have completed the probation period will be made as defined in Article V. All calculated percentage deductions such as NEBF, NECA, Vacation and Working Dues are to be applied on gross payroll before any retirement contribution is calculated. All overtime and shift pay will also be calculated prior to any retirement contribution option being applied. Taxes such as Payroll and Social Security shall be calculated and deducted after any retirement adjustments selection by an employee has been applied.

Section 6.04 (b). All apprentices shall enter the industry on the following progressive schedule.

Effective June 1, 2014

- | | | | |
|----|------------------------|-----|----------------------------|
| 1. | 1 st period | 35% | NEBF Probationary employee |
| 2. | 2 nd period | 45% | NEBF \$7.50 Retirement |
| 3. | 3 rd period | 55% | NEBF \$7.50 Retirement |
| 4. | 4 th period | 65% | NEBF \$7.50 Retirement |

- 5. 5th period 75% NEBF \$10.50 Retirement
- 6. 6th period 85% NEBF \$10.50 Retirement

Effective June 1, 2015 through June 1 2017:

To be determined

VACATION/DUES:

Section 6.05. The Employer shall withhold from the pay of each employee subject to this Agreement for vacation/dues, an amount equal to thirteen (13) percent of their gross earnings except for the 35% Apprentices. Outside employer representatives and others may elect to be vacation exempt on a voluntary basis. The individual election for a dues only deduction may be made once during the term of this Agreement. Monies withheld shall be included with the monthly transmittal report.

Vacation/Dues or Dues will be withheld at a prescribed rate on apprentices except those at the 35% rate.

There shall be established a Vacation Plan Administration Committee for the purpose of interpretation and administration of the plan and for acting as a Board of Appeals. It shall be the duty of the Committee to devise rules, set policies and govern all matters pertaining to the administration of the Plan. This Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Chapter. It shall select annually, its own Chairman and its own Secretary, one (1) of whom shall be from the Union and one (1) from the Chapter, the offices alternating annually between the Chapter and the Union. All matters coming before the Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the full vote of its membership and it shall be counted as though all were present and voting. The Committee shall meet within five (5) days upon call of either the Union or the Employers, and their decision shall be final and binding.

CONTRIBUTIONS/REPORTS/DELINQUENCIES:

Section 6.06 (a). BENEFIT TRANSMITTAL REPORT FORM-On the monthly Benefit Transmittal Report Form shall be shown the date of the start of the first pay period and the date of the end of the last pay period for the reporting month. As per Article V Section 5.10 (a) the check for benefit payments will be a cashier's check or a check drawn on a bank in the state of California made payable to San Mateo County Electrical Trust Funds (S.M.E.T.F.).

(b) The following information concerning each employee shall be set forth in these separate columns: (1) Social Security Number, (2) Name, (3) Class, (5) Earnings, (6) Hours Worked, (7) Local Pension Rate, (8) Local Pension Contribution and various other contributions when applicable.

(c) The monthly transmittal form and accompanying check shall be mailed to reach the Administrator of the Fringe Benefit Program not later than fifteen (15) calendar days from the last day of the month in which the wages were paid. Any transmittal which is not postmarked by the fifteenth (15) day of the following month, or hand delivered to the office of the Administrator by that day, shall be delinquent and liquidated damages shall be assessed, as hereinafter provided.

(d) NECA STAR -The Employer shall utilize the NECA Star transmittal reporting system to generate the report to the Administrator. Those Employers not utilizing the NECA Star system will be charged a \$250 processing fee per month to the administrator to process the transmittal.

(e) When an employer has left the jurisdiction where this Agreement is applicable and having performed no work under its terms, he shall return the Benefit Transmittal Report Form to the Administrator and indicate “No work in the reporting month.”

(f) All contributions to each of the foregoing Funds shall be due and payable by the first of the month following the month in which the hours are worked and are delinquent if not received by the fifteenth (15th) of the month. Each Employer shall file a monthly report with each Fund in the form established by the Fund, and such report shall be filed regardless of whether an Employer has employed any employees in the month covered by the report.

(g) DELINQUENCIES-Any Employer who fails to report or to make contributions due to any foregoing Fund before the fifteen (15) day of the month in which it is due or who issues a non-sufficient check shall be considered delinquent and, therefore obligated and liable and subject to the following:

(1) Each delinquent Employer shall pay to the Fund involved liquidated damages in the amount of ten percent (10%) of the indebtedness or fifty dollars (\$50.00) for each month of delinquency, whichever is the greater.

(2) The Trustees of the Fund involved shall, within sixty (60) days after an Employer is delinquent, instruct legal counsel to institute legal action to enforce collection. A delinquent Employer shall pay all reasonable attorney fees, court costs and expenses incurred in the enforcing of collection from such Employer, and each Employer shall make applicable books and records available for such purpose. Collection actions may be brought by the Trustees of the Fund in the name of the Fund, or in the name of the assignee, or agent as determined by the Trustees.

(3) A delinquent Employer shall be liable to any employee affected by such delinquency for a sum equal to the value of the benefits lost to the employee by reason of delinquency of such Employer. A delinquent Employer shall be liable to reimburse any Fund for the cost or value of any benefits which may be made available by the failure of the delinquent Employer to contribute or to report to the Health Fund or to the Pension Fund or to any other Fund.

(4) Individual Employers who fail to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Administrator.

(5) An Employer may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of honest mistake,

clerical error, or other reasons satisfactory to the Board of Trustees.

(6) Whenever an Employer claims that his failure to make the required contributions was due to honest mistake or clerical error, and requests relief for that reason, it shall be considered. Any Employer shall be entitled to credit for or refund of money paid to any Trust Fund by reason of clerical error or mistake and the Trustees are authorized to refund such monies. The acceptance of any contributions from any Employer shall not release or discharge him from the obligations to contribute for all hours worked under this agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from any Employer.

TRUST AGREEMENTS

Section 6.07 (a). The following Trust Agreements are binding on all Employers employing persons covered by this agreement:

(1). San Mateo Electrical Workers Health Care Benefits Plan; Electrical Industry Retirement Trust; San Mateo County Joint Apprentice and Training Trust; National Electrical Benefit Fund; Payroll and Fringe Benefits Guarantee Trust Fund Agreement; Retired Electrical Workers of San Mateo County Health & Welfare Trust, Electrical Industry Trust of San Mateo, LMCC, National LMCC, California/Nevada IBEW/NECA Labor-Management Cooperation Trust, and the NECA Service Charge, where applicable.

(b). Each Employer party hereto agrees to be bound by all of the obligations imposed upon the individual Employer by said agreement. Each Employer making contributions to each of said Funds hereby agrees that by so doing, and hereby does irrevocably designate and appoint the Employer-designated Trustees mentioned in each of said Trust Agreements, as Trustees authorized to act in his behalf pursuant to said Trust Agreements, and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements. Each Employer becoming a party to this agreement authorizes the Trustees functioning under said Trust Agreements and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement, or any of the foregoing Trust Agreements, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

Section 6.08 (a). Each individual member of NECA shall contribute an amount not to exceed 1.2% nor less than .2 of 1% of the productive electrical payroll, as determined by the local Chapter, with the following exclusions:

(1). Twenty-five percent (25%) of all productive electrical payrolls in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any calendar year. (Productive electrical payroll is defined as the total wages-including overtime-paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

(b) Payment is to be forwarded monthly to the local Chapter of the National Electrical Contractors Association in a form and manner prescribed by the Chapter no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual employer.

Section 6.09. Any provision of this agreement adjudged unlawful by a court of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect except as provided herein, and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE VII
LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 7.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 7.02. The Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 7.03. Each employer shall contribute in accordance with Section 6.03. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The San Mateo Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the

Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE VIII
NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 8.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The San Mateo Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 8.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE IX
SUBSTANCE ABUSE

Section 9.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE X CODE OF EXCELLENCE

Section 10.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

The Union and the Chapter want to demonstrate pride in membership and instill craftsmanship by leaving lasting impressions of productivity and quality workmanship on every project we perform. Therefore, the Union and the Chapter members will collectively strive and pursue a higher standard of work ethics by:

- C**ome to work on time, fit for duty and ready to work.
- O**bey recognized customer and employer work rules.
- D**emonstrate zero tolerance for alcohol and substance abuse.
- E**xercise proper safety, health and sanitation practices.
- O**wn up to '8 for 8' and be on the job unless otherwise allowed or authorized to leave.
- F**ollow safe, reasonable and legitimate management directives.
- E**ncourage respect for customer's rights and property, as well as for others on the job.
- e**Xercise the skills and abilities of the trade.
- C**are for tools and equipment provided by the employer.
- E**liminate waste and other forms of property destruction, including graffiti.
- L**imit lunch and break times to allocated periods; adhere to start and quit times.
- L**eave inappropriate behavior to those of lesser knowledge.
- E**mploy the proper tool for the job and maintain personal tool responsibilities.
- d**o **N**ot solicit funds or sell merchandise without the Business Manager's approval.
- C**urtail idle time and/or pursuit of personal business on the job, including cell phone use.
- E**xpel job disruptions and refuse to engage in slowdowns or activities designed to extend the job to create overtime or any other conduct that would cast the IBEW in bad light.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

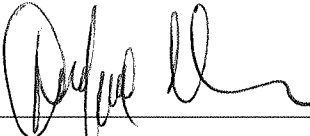
GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®
IN WITNESS WHEREOF, the parties have executed the Agreement on the 1st day of June, 2014.

Signed for the Union

Signed for the Employers



Dominic Nolan Business Manager

IBEW Local Union No. 617

Date 1-17-14



William Kuhr, Executive Director

San Mateo County Chapter, NECA

Date 1-17-14